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Secondly, these war premiums of insurance were always recognized by our government as valid claims, and hence the United States was not bound as between its citizens by the decision of the Geneva tribunal as to international law.

The court saw, as all must see, that the idea of a pure gift as to these special payments was absurd and untenable unless the United States had been in the position at Geneva of arguing a groundless claim.

Was the claim property in any sense of the word? How does the court avoid calling ALL payments from the \$15,000,000 mere gifts? It says, though no one had a strict right or claim on the fund, still there was a "possibility of payment," "an expectancy of interest in the fund." The claims having been recognized at Geneva by the United States as valid might become valuable if the United States chose to pay.

"They were then rights growing out of property; rights, it is true, not enforceable until after an act of Congress," but still rights of property, and hence they would pass on assignment.

It is worth while noticing that here we have a right which is a mere possibility of value, a right which cannot be enforced; *i. e.*, the owner of which is remediless, and yet which is still held to be property.

Analogous to this kind of right are the rights of a bondholder against a State. He has no remedy against it in case of failure to pay, but it is a true right of property. So perhaps the payment of the simplest debt of a sovereign State is a matter depending purely in its will, and yet a property right vested in the one to whom the payment, though uncertain, is due.

RIGHT TO COMPEL A COLLEGE TO CONFER A DEGREE. — An interesting case has recently come up before the New York Supreme Court, which decides in brief that a man who has obeyed all the college rules and paid all the term bills has a contract right to his degree. The complainant in *People ex rel. Cecil v. Bellevue Hospital Medical College*¹ petitioned for a writ of mandamus "to compel the respondent to admit him to the final examination, and if he passed a suitable examination to give him a degree."

The court held that the college catalogue, the circulars issued, the course of study, and qualifications and fees specified, constituted an offer, and that "when a student matriculates under circumstances as set forth above it is a contract between the college and himself that if he complies with the terms therein prescribed he shall have the degree which is the end to be obtained. The corporation cannot take a student's money, allow him to remain and waste his time, . . . and then arbitrarily refuse to confer that which they promised; namely, the degree."

This seems to be laying it down clearly that a college cannot withhold a degree from one who has performed the requisite conditions; and that the coveted A.B. or M.D. is not merely a gratuitous favor.

The remedy in this case would seem at first peculiar, for a writ of mandamus is usually never granted in a case where there is any discretion to act or not to act in those against whom it is brought, *i. e.*, unless their duty in the matter is absolute and clear. But the court here held that an "arbitrary refusal is no exercise of discretion at all, but merely a wilful violation of the duties which they have assumed."

¹ Vol. XIV. New York Supplement, May, 1891.

THE members of the Yale Law School are to be congratulated upon the appearance of the first number of the "Yale Law Journal," a legal periodical to be published six times a year by the students, and differing but very little in its general make-up from the REVIEW. The editors have our hearty good wishes for the success of their enterprise.

RECENT CASES.

[These cases are selected from the current English and American decisions not yet regularly reported for the purpose of giving the latest and most progressive work of the court. No pains are spared in selecting *all* the cases, comparatively few in number, which disclose the general progress and tendencies of the law. When such cases are particularly suggestive, comments and references are added, if practicable.]

AGENCY—CONTRACT TO EMPLOY FOR A TIME CERTAIN.—The defendant, a manufacturer, agreed to employ the plaintiff as his agent to sell his goods for five years. After two years the manufactory was destroyed by *vis major*, and the defendant in consequence failed to employ the plaintiff thereafter. It was held that the plaintiff could recover damages for the breach of the contract, the court saying that no condition of the continued existence of the manufactory could be implied.

Rhodes v. Forwood was distinguished on the ground that in that case there was no contract to employ the plaintiff, only a contract to employ no other. *Turner v. Goldsmith* [1891], 1 Q. B. 554 (Eng.).

AGENCY—PUBLIC OFFICER—RATIFICATION BY LEGISLATURE.—Where the agent of a State exceeds his authority in selling and delivering the property of his principal, and taking a note therefor from the purchaser, the Legislature of the State may, by a statute duly enacted for that purpose, in the absence of any constitutional prohibition against it, ratify the act of the agent in making the sale and receiving the note, and the State may then enforce payment of the note the same as an individual. *State of Wisconsin v. Timmins*, 49 N. W. Rep. 259 (Minn.).

BILLS AND NOTES—CERTAINTY OF AMOUNT—TRANSFER.—An instalment note, which contains the stipulation that upon default in the payment of one instalment the whole note shall become due, is not a negotiable instrument, for it is uncertain as to the time and amount of payment.

A sells a chattel and takes a note in payment. It is stipulated in the note that the title to the chattel shall not pass till the note is paid. A indorses the note to the defendant, and afterwards assigns his title to the chattel to the plaintiff. In a suit to recover the chattel, — *held*, that by the indorsement of the note, title to the security passed to the defendant. *W. W. Kimball Co. v. Mellen*, 48 N. W. Rep. 1100 (Wis.).

CONFLICT OF LAWS—CONDITIONAL SALES.—A sold and delivered a chattel to B, in Georgia, with reservation of the title in himself until the purchase-money be paid. This conditional sale was not recorded as is required by the law of Georgia, to make it valid against subsequent *bona fide* purchasers. B then carried the chattel into Alabama, and there sold it, without A's knowledge. *Held*, that the *bona fide* purchaser would be protected, had the second sale been in Georgia; but that the Alabama law must govern the subsequent sale, and under that law the purchaser took no more than the seller, B, had. *Weinstein v. Freyer*, 9 So. Rep. 285 (Ala.).

CONFLICT OF LAWS—CONTRACT OF CARRIAGE.—Where, in another State, goods are delivered to a common carrier for transportation into Iowa under a contract limiting his liability, valid where made, but void under the laws of Iowa, the contract is valid, and governs the liability of the carrier, though the loss occurs in this State. *Hazel v. Chicago M. & St. P. R. Co.*, 48 N. W. Rep. 926 (Ia.).

CONFLICT OF LAWS—DEATH BY WRONGFUL ACT.—The Kansas statute giving damages for death by wrongful act prescribes that action shall be brought by the personal representatives of the deceased. In Missouri, action